

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

WEISBROD MATTEIS & COPLEY)
PLLC, as assignees of BRIGGS &)
MORGAN P.A.,)
Plaintiff-Judgment Creditor,)
)
)
vs.)
)
MANLEY TOYS LTD.)
Defendant-Judgment Debtor.)
)

Case No. 3:15-MC-00013-G

WRIT OF GARNISHMENT AFTER JUDGMENT

**TO: Michaels Stores Procurement Company, Inc.
8000 Bent Branch Drive
Irving, Texas 75063**

GARNISHEE

WHEREAS, on February 13, 2015, Judgment Creditor, Weisbrod Matteis and Copley PLLC ("Judgment Creditor") filed an application for a Writ of Garnishment after judgment in the United States District Court for the Northern District of Texas stating that on April 4, 2013, in the United States District Court for the District of Minnesota, Briggs & Morgan, P.A. recovered against Manley Toys Ltd. a judgment for the sum of \$503,024.03 with interest thereon from April 4, 2013 at the rate of .13% per annum; that said judgment was subsequently assigned to Weisbrod Matteis & Copley PLLC; that said judgment still remains due and unsatisfied, and that the defendant has not within affiant's knowledge, property in its possession, within this State, subject to execution, sufficient to satisfy such judgment; and that the Judgment Creditor has reason to believe, and does believe that Michaels Stores Procurement Company, Inc. a resident of Dallas County, Texas is indebted to the defendant or that it has in its hands effects belonging to the defendant and has applied for a Writ of Garnishment against the said Michaels Stores Procurement Company, Inc.

THEREFORE, YOU ARE HEREBY COMMANDED to file an answer in the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242, at or before 10:00 a.m. on the Monday next following the expiration of twenty days from the date of service hereof, then and there to answer upon oath, what, if anything you are indebted to the said defendant **Manley Toys Ltd.** and were when this writ was served upon you, and what effects, if any, of the said defendant **Manley Toys Ltd.** you have in your possession, and had when this writ was served, and what other persons, if anything within your knowledge, are

indebted to the said defendant **Manley Toys Ltd.** or have effects belonging to said defendant in their possession; YOU ARE FURTHER COMMANDED NOT to pay defendant any debt or to deliver to defendant any effects, pending further orders of this Court.

TO: **MANLEY TOYS LTD**
8/F Hong Kong Spinners Industrial Building
818 Cheung Sha Wan Road
Hong Kong

DEBTOR

YOU ARE HEREBY NOTIFIED that certain properties alleged to be claimed by you have been garnished. If you claim any rights in such property, you are advised:

YOU HAVE A RIGHT TO REGAIN POSSESSION OF THE PROPERTY BY FILING A REPLEVY BOND. YOU HAVE A RIGHT TO SEEK TO REGAIN POSSESSION OF THE PROPERTY BY FILING WITH THE COURT A MOTION TO DISSOLVE THIS WRIT.

HEREIN FAIL NOT, but of this writ make due return as the law directs.

WITNESS my official seal and signature, at my office, in the City of Dallas, Texas **ON THIS THE ____ DAY OF MARCH, 2015.**

CLERK
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS

By: _____, Deputy

DATE

OFFICER'S RETURN

Received this writ at _____ am/pm on _____, 2015 and
executed as follows:

By serving a copy of this Writ of Garnishment, the Application for Writ of Garnishment in this
action and attached Declaration on Michaels Stores Procurement Company, Inc. by delivering
such documents in person to _____,
its _____, at the address of
_____ on _____, 2015 at _____ am/pm.

Officer

By _____